

DECLARATION OF PROTECTIVE COVENANTS

LAKE CREEK ACRES SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS made this 28th day of March, 1977, by A. HUGH LIVINGSTON and SALLY LIVINGSTON, husband and wife, and JAMES D. BRUNK, as attorney in fact for DAVID C. BRUNK, a single man, and JAMES D. BRUNK, as guardian of WILLIAM FRANKLIN BRUNK, a single man, hereinafter called the "declarants";

WITNESSETH:

WHEREAS, declarants executing this declaration are the owners of record of all of the lots located in the Lake Creek Acres Subdivision, which subdivision was filed as Plat No. \_\_\_\_\_ in the Office of the County Clerk and Ex Officio Register of Deeds for Teton County, Wyoming; and

WHEREAS, the declarants, in order to provide for the preservation of the values and attractiveness of said subdivision and to impose a general plan for the improvements, development, use and occupancy of the property in order to enhance the value, desirability and attractiveness thereof.

NOW, THEREFORE, the declarants hereby declare that said lots, and each of them, shall be held, transferred, sold, conveyed, used, improved, occupied and held subject to these covenants, restrictions, easements and charges as hereinafter set forth.

1. PROPERTY SUBJECT TO COVENANTS. All of said restrictions, covenants, conditions and provisions hereof are made for the mutual, reciprocal benefit of each and every lot shown on that certain plat known as Lake Creek

RECORDED	
COMPARED	
INDEXED	✓
ABSTRACTED	✓

Recorded 4-1 1977 at 9:20 o'clock AM  
in Book 56 of Photo Page 272-277  
No. 160370  
\$10.50 pd V. Jolynn Coonce County Clerk  
By Sally Hrygar Deputy Clerk

Acres Subdivision, duly certified and acknowledged by Paul N. Scherbel, Registered Land Surveyor, on September 13, 1976. No property of the declarants, other than that shown on said plat is subject to any of these covenants, conditions or restrictions.

2. LAND USE. All lots in the subdivision shall be used exclusively for residential purposes. All buildings shall be designed in a character in keeping with the landscape, style and architecture of the area, and shall comply with all standard building and safety codes applicable in the State of Wyoming.

3. SETBACK STANDARD. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses both directly behind and to the side of other homes with detrimental effects on privacy, the view of the mountains, preservation of important trees, etc., no specific setback lines are established by these covenants. No construction shall be permitted which will unnecessarily or unreasonably impair the views of other structures or cause the removal of major trees unless such removal cannot be prevented by the construction.

4. COMPLETION OF CONSTRUCTION. The exterior of all houses and other structures must be completed within two (2) years after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

5. MAINTENANCE. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or specific area thereof, or create a nuisance to adjoining lot owners. No noxious or offensive activity shall be carried on upon any lot.

6. LIVESTOCK AND PETS. No cattle, sheep, goats, pigs, rabbits, poultry or other livestock shall be kept or maintained on any part of said property, with the exception of dogs, cats or other animals which are bona fide house pets or horses. The right to keep household pets and horses shall be conditioned upon the fact that said animals do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the residents of adjacent property.

7. UTILITIES. All electric, television, radio, telephone, sewer, water and all other utility installations and connections shall be placed under the ground, and no towers, masts or the like shall be permitted

8. PROHIBITIVE STRUCTURES. No trailer home, mobile home, camper, basement, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used in the subdivision as a place of residence or habitation, except for a work and equipment shelter used by a contractor during the construction of the main dwelling house or structure.

9. PROHIBITIVE USES. No business or profession of any nature shall be conducted on any lot, and no building or structure intended for or adapted to business or professional purposes, nor any apartment house, hotel, duplex

house, lodging house, church, or the like shall be erected, placed, permitted or maintained on any lot, said lots being intended for single family residence purposes only; provided, however, that these prohibitions shall not preclude cultural activities in the home such as painting, sculpturing, writing, music, art and craft work, and similar cultural activities, even if such activities may bring remuneration to the person or persons participating therein.

10. ROADWAYS AND PARKING. All roads within the subdivision shall be deemed to be private roads for the use and benefit of the lot owners, and their business and social invitees and guests. Each lot owner shall provide space for parking of automobiles off the roadways.

11. DIVISION OF LOTS. No lots shall be subdivided in any manner.

12. ENFORCEMENT. In the event of the violation or breach of any of the restrictions, conditions, covenants or agreements herein contained, the declarants or any person hereafter owning any property in the subdivision shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same to recover damages for such violations or obtain injunctive relief, either mandatory or prohibitive, to prevent such violation or to reestablish prior existing and unobjectionable conditions. The provisions in this paragraph shall not be construed as an obligation on the part of the declarants to take any such action.

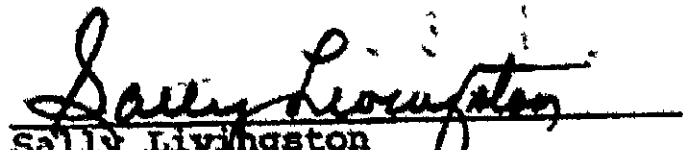
13. WAIVER. No delay or omission on the part of the declarant or any future owner of any lot contained in the subdivision in exercising any right, power or remedy

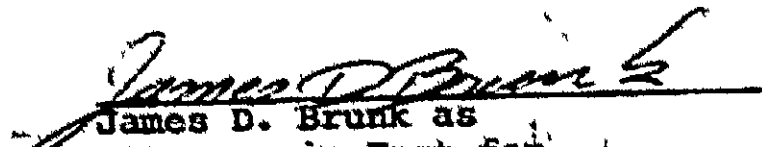
herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained, shall be construed as a waiver thereof or any acquiescence therein.

14. TERM. All of the provisions, restrictions, conditions and agreements set forth in this declaration shall affect each and all of the lots contained in the subdivision and shall run with the land, and shall exist and be binding for a period of twenty (20) years from the date hereof; provided, however, that these covenants or any provisions hereof may be terminated, modified or amended as to the whole of this property or any portion thereof, with the written consent of the owners of eighty percent (80%) of the lots subject to these restrictions. The term of these covenants shall be automatically extended for successive ten (10) year periods following the original twenty (20) year period, unless a notice of termination is executed by owners of eighty percent (80%) of the lots subject to these restrictions and filed with the Office of the County Clerk and Ex Officio Register of Deeds for Teton County, Wyoming.

EXECUTED the day and year first above written.

  
A. Hugh Livingston

  
Sally Livingston

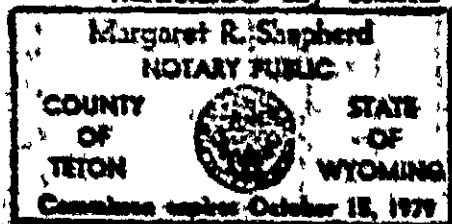
  
James D. Brunk as  
Attorney in Fact for  
David C. Brunk and as  
Guardian of William Franklin Brunk

ACKNOWLEDGMENTS

STATE OF WYOMING )  
 ) ss.  
County of Teton )

The foregoing instrument was acknowledged before me by  
A. Hugh Livingston and James D. Brunk this 24th day of March,  
1977.

WITNESS my hand and official seal.



*Margaret R. Shepherd*  
Notary Public

My commission expires:

STATE OF CALIFORNIA )  
 ) ss.  
County of San Mateo )

The foregoing instrument was acknowledged before me by  
Sally Livingston this 24th day of March, 1977.

WITNESS my hand and official seal.

*Norman W. Kavanaugh*  
Notary Public

My commission expires:

NORMAN W. KAVANAUGH

